

SEWER EASEMENT

FOR AND IN CONSIDERATION of the sum of Three Thousand Three Hundred Ten and 00/100 Dollars (\$3,310.00), in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, Angela Dobson a/k/a Angela Dobson Wilson and Scott Wilson, hereinafter referred to as "Grantor", do hereby grant, bargain and convey unto the City of Olive Branch, its successors and assigns, hereinafter referred to as "Grantee", the right, privilege and easement at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline, pipelines and other appurtenances for operation of the City Sewage System, within the confines of an area described in Exhibit 1, which is attached hereto and made a part hereof as if fully copied herein, together with reasonable access thereto.

TO HAVE AND TO HOLD said easement and reasonable access thereto unto said Grantee, its successors and assigns temporarily, where noted, and permanently, where noted in Exhibit 1.

With regard to any temporary easement, the easement shall expire upon completion of construction. Completion of construction shall be defined as occurring at the time of final payment being made by Grantee to the Contractor performing the construction work.

It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted easement, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted easement that will interfere with the normal operation and maintenance of the said line or lines. ~~WITH THE EXCEPTION OF EXISTING GREENHOUSE LOCATED ADJACENT TO THIS EASEMENT~~
~~AND GRANTOR SHALL MAINTAIN ACCESS TO GREENHOUSE ADJACENT TO THIS EASEMENT~~

Letter from
City
acquired
in lieu
of written
comments:
ADW ADW
J. & SW

Grantor hereby expressly agrees that in the event the route of the pipeline to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways located on the above described land or other places requiring extra working space, Grantee shall have the right and temporary access to additional working space which may be necessary for construction.

Grantor represents that the above described land is not rented at the present time.

The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto, and the rights herein granted may be assigned in whole or in part.

IN WITNESS WHEREOF the said Grantors have hereunto set their hand and seal, this 3rd day of September, 2002.

Angela Dobson
ANGELA DOBSON a/k/a

Angela Dobson Wilson
ANGELA DOBSON WILSON

Scott Wilson
SCOTT WILSON

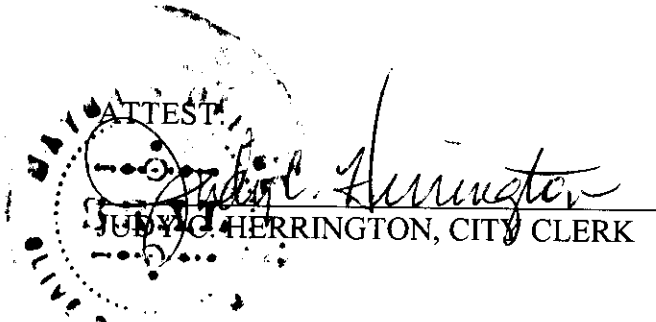
Witnessed By: [Signature]

STATE MS. - DESOTO CO. BC
JAN 28 10 47 AM '03

BK 436 PG 620
W.E. DAVIS CH. CLK.

APPROVED AND ACCEPTED by the
City of Olive Branch

By: *Samuel P. Rikard*
SAMUEL P. RIKARD, MAYOR



STATE OF MISSISSIPPI

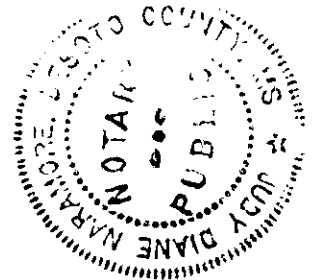
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of September, 2002, within my jurisdiction, *Jim E. Bentley* one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he saw the within named Angela Dobson a/k/a Angela Dobson Wilson and Scott Wilson, whose names are subscribed thereto, sign and deliver the same to the City of Olive Branch; and that the affiant subscribed h his name as witness thereto in the presence of same.

Witness

Judy Diane Naramore
NOTARY PUBLIC

My Commission Expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 19, 2005
BONDED THRU STEGALL NOTARY SERVICE



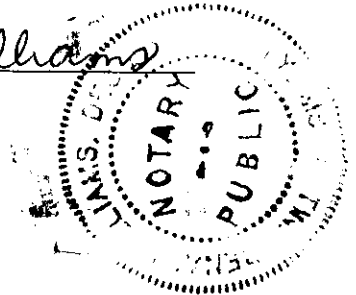
STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 24th day of January, 200³, within my jurisdiction, the within named Samuel P. Rikard and Judy C. Herrington, who acknowledged that they are the Mayor and City Clerk, respectively, of the City of Olive Branch, and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized so to do.

Jina Rena Williams
NOTARY PUBLIC

My Commission Expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES AUG 13, 2006
BONDED THRU STEGALL NOTARY SERVICE



PREPARED BY AND RETURN TO: Gary P. Snyder, Watkins Ludlam Winter & Stennis, P.A.,
P.O. Box 1456, Olive Branch, MS 38654, 662-895-2996.

**ANGELA DOBSON
DEED BOOK 335, PAGE 666**

EXHIBIT 1

Being a portion Lot 19, First Addition, Maragay Subdivision, and lying in Section 26, Township 1 South, Range 7 West in the City of Olive Branch, Desoto County, Mississippi as recorded in Plat Book 17, Pages 3-4 in the Desoto County Chancery Clerk's Office, and being more particularly described as follows:

PERMANENT UTILITY EASEMENT

Being a 5 foot wide strip of land parallel to the north line of the property adjacent to the existing 5 foot utility easement with a centerline described as follows: Beginning at a point, said point being located 7.50 feet more or less south of the northeast corner of said property as measured along the east line of the property and running westerly a distance of approximately 185.93 feet to a point on the east line of an existing 5 foot utility easement said point being located 7.50 feet more or less south of the north line of said containing 930 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT

Being a 25 foot wide strip of land parallel and adjacent to the south side of the above described permanent utility easement and a 10 foot wide strip of land parallel and adjacent to the 15 foot utility easement along the east side of the extending from the above noted temporary easement southerly a distance of approximately 261 feet all containing 6,183 square feet more or less.



SCALE: 1" = 60'

EXHIBIT NO. 1

SHEET 1 OF 1

THE CITY OF OLIVE BRANCH, MISSISSIPPI
DESOTO COUNTY

OLIVE BRANCH 2001
SEWER IMPROVEMENTS
UTILITY EASEMENT

PREPARED BY: F&A BK. 335, PG. 666 TRACT: DOBSON
DRAFTSMAN: RAP DATE: APR., 2001

THIS PROPERTY IS LOCATED IN SECTION 28,
TOWNSHIP 1 SOUTH, RANGE 7 WEST
DESOTO COUNTY, MISSISSIPPI

NO.	DESCRIPTION	DATE	BY

EASEMENT REQUIRED:

UNENCUMBERED: ENCUMBERED:
PERM: 930 S.F. PERM: 0.0 S.F.
TEMP: 6,183 S.F. TEMP: 0.0 S.F.

Address: 4084 Goodman
Dobson

Pre-take acreage: 1.83 ac. 78,715 sf
Permanent easement: 0.02 ac. 930 sf
Post-take acreage: 1.81 ac. 78,785 sf
Temporary easement: 0.14 ac. 6,183 sf

LOT 20

TEMPORARY
CONSTRUCTION EASEMENT

ANGELA DOBSON
BK. 335, PG. 666
LOT 19

GOODMAN ROAD

LOT 18

LOT 17

LOT 15

5' EXISTING
UTILITY EASEMENT

PERMANENT
UTILITY EASEMENT

25.00'

5.00'

7.50'

186.83

206.08

7.50'

15.00'

251.03

748.60

164.86